



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Eugene District Office

P.O. Box 10226

Eugene, Oregon 97440-2226

IN REPLY REFER TO:
5430A

To: Eugene District Office

Attn: Sue Kragnes, McKenzie Resource Area

PROSPECTUS REQUEST

Please send the Prospectus for the following Eugene District timber sales to be sold on August 29, 2002.

Parcel Number

Sale Name

Mail to:

Requested by: _____



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Eugene District Office

P.O. Box 10226

Eugene, Oregon 97440-2226

IN REPLY REFER TO:
5430A

July 31, 2002

This advertisement includes:

Parcel No. 1 - Twin Prairie*

Parcel No. 2 - Calapooya

Parcel No. 3 - Bishops Hat*

***SBA set-aside sale**

TIMBER SALE NOTICE

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9 and subject to Notice of Requirement for Certification of Nonsegregated Facilities, Form No. 1140-4, attached. Written and oral bids will be received by the District Manager, or her representative, at the **EUGENE DISTRICT OFFICE, 2890 CHAD DRIVE, EUGENE, OREGON**. The timber sale will commence at 10:00 a.m. on Thursday, August 29, 2002.

This Timber Sale Notice does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003 - Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in The Register Guard newspaper on or about July 31, 2002. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper to ensure accurate knowledge of the exact publication date.

A WRITTEN BID on Form 5440-9 at not less than the appraised price on a unit basis per species and the required minimum bid deposit shall be required to participate in oral bidding for each tract.

FOR SET-ASIDE TRACTS, the bidder must not have been determined by the Small Business Administration to be ineligible for preferential award of set-aside sales and must accompany his deposit with a self-certification statement that he is qualified as a small business concern as defined by the Small Business Administration in its regulations, Title 13, Chapter I, Part 121 as amended, of the Code of Federal Regulations. The Form 5430-1, Self Certification Statement, is attached hereto. The successful bidder will be required to sign SBA Form 723, "Small Business Certification Required on All Preferential Sales of Set-Aside Timber," at the time he signs the timber sale contract. A copy of SBA Form 723 is attached.

THE SUCCESSFUL BIDDER, as a condition of award, will be required to complete and/or sign the following forms:

1. Form 1140-6, a certification that the bid was arrived at by the bidder or offerer independently, and was tendered without collusion with any other bidder or offerer.
2. Form 1140-7, Equal Opportunity Affirmative Action Program Representation, for all contracts over \$10,000.
3. Form 1140-8, Equal Opportunity Compliance Report Certification.
4. Form 5450-17, Export Determination.

PRE-AWARD QUALIFICATIONS. The high bidder may be required to furnish information to determine the ability to perform the obligations of the contract. If the high bidder is determined not qualified, responsible or refuses to respond within 15 days of a request for information pertaining to qualifications, the contract may be offered and awarded for the amount of the high bid to the highest of the bidders who is qualified, responsible, and willing to accept the contract.

A PERFORMANCE BOND in an amount not less than 20 percent of the total purchase price will be required for all contracts of \$2,500 or more, but the amount of the bond shall not be in excess of \$500,000, except when the Purchaser opts to increase the minimum bond as provided in 43 CFR 5451.2. A minimum performance bond of not less than \$500 will be required for all installment contracts less than \$2,500.

INSTALLMENT PAYMENTS may be authorized for sales of \$500 or more. Required installments will be determined by BLM. For sales under \$500,000, installments will not be less than 10% of the total purchase price. For sales of \$500,000 or more, installment payments shall be \$50,000.

QUALIFIED SMALL BUSINESS concerns may apply to the Small Business Administration for a loan to provide financing for access road construction required under the terms of qualifying timber sale contracts and necessary contract changes will be made. Approval of loan applications rests with the Small Business Administration and may be contingent upon availability of funds. Applicants for such loans shall notify the Bureau of Land Management of their intention to apply for such loan.

LOG EXPORT AND SUBSTITUTION. All timber sales shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400, 5420, as amended.

ADDITIONAL INFORMATION concerning each timber sale tract described herein is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District Office.

THE VOLUMES LISTED herein are estimates only, based on 16-foot taper breaks, which must be taken into consideration if comparisons are made with volume predictions based on other standards. The volumes based on 32-foot taper breaks are shown for comparison purposes. No sale shall be made for less than the total purchase price, without regard to the amount bid per unit, even though quantity of timber actually cut or removed or designated for taking is more or less than the estimated volume or quantity so listed.

APPRAISED PRICES are determined by transaction evidence appraisal methods unless otherwise noted on individual timber sale notices.

AN ENVIRONMENTAL ASSESSMENT was prepared for this sale, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for this sale at the Eugene District Office.

A SPECIAL PROVISION has been added to the contract which requires the Purchaser to give 14 days written notice prior to beginning or resuming operations.

A SPECIAL PROVISION has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and/or to modify or terminate the contract when necessary to: 1) comply with the Endangered Species Act, or; 2) comply with a court order, or; 3) protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Eugene District Record of Decision and Resource Management Plan. This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

ACCESS to the sale may be through a locked gate (see individual sale information). Prospective bidders may obtain a key from the Eugene District Office. Any other persons interested in visiting the timber sale site should first contact the District Office at 683-6600.

Attachments:

- Form 5440-9
- Form 1140-4
- Form 5430-1
- Form 1140-6
- SBA Form 723
- Form 5450-17

EUGENE DISTRICT
SOUTH VALLEY RESOURCE AREA

**SBA
SET-ASIDE SALE**

PARCEL NO. 1
SALE DATE: August 29, 2002

Tract No. E-00-303, **TWIN PRAIRIE**
Lane County, Oregon: O&C

Bid Deposit Required: \$24,900.00

All timber designated for cutting on the S ½ SW ¼, NE ¼ SE ¼, S ½ SE ¼, Section 3, T. 22 S., R. 3 W., Will. Mer.

<u>Estimated Volume (MBF) 32' Log</u>	<u>Estimated Volume (MBF) 16' Log</u>	<u>Species</u>	<u>Estimated Volume (CCF)</u>	<u>Appraised Price Per CCF</u>	<u>Estimated Volume Times Appr. Price</u>
831	1,039	Douglas-fir	1,903	\$121.00	\$230,263.00
14	18	Grand fir	34	\$52.00	1,768.00
126	157	Western hemlock	288	\$52.00	14,976.00
<u>3</u>	<u>4</u>	Incense/western red cedar	<u>8</u>	<u>\$191.00</u>	<u>1,528.00</u>
974	1,218		2,233		\$248,535.00

APPRAISED PRICES are determined by the analytical appraisal method.

NOTE: This timber sale has been cruised based upon cubic foot measure. The minimum bid figures shown by species are dollars per hundred cubic feet (CCF). The minimum bid increment will be \$0.05 per CCF. Scribner board foot volumes by species are displayed for informational purposes.

LOG EXPORT RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

CRUISE INFORMATION: The minor species timber volumes were based on a sample tree cruise using the **National Cruise Program** for estimating board foot and cubic volume of trees in 16-foot logs. Douglas-fir have been cruised using the 3P system to select sample trees. A portion of the sample trees have been felled, bucked, and scaled and the volume computed using the **National Cruise Program** for estimating volume in 16-foot lengths. Volume from both methods is then expanded to a total sale volume. A map showing the location and description of these sample trees is available at the Eugene District Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 13.7" DBHOB; the average log contains 8 cu. ft.; the total gross volume is approximately 2,021 CCF; 96% recovery is expected; and 3% was determined to be salvage volume.

CUTTING AREA: One area totaling approximately 80 acres must be partial harvested and approximately 2 acres of right-of-way must be clear cut.

ACCESS: Access to the sale is provided by:

1. a public road;
2. BLM existing roads;
3. BLM roads to be constructed;
4. Roads covered by a Right-of-Way and Road Use Agreement E-103 between Weyerhaeuser Company and the United States. In the use of private roads, the Purchaser shall enter into a license agreement with Weyerhaeuser Company. The license agreement shall be delivered to Weyerhaeuser Company for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

ROAD MAINTENANCE: The Purchaser shall pay road use fees of \$7,628.48 and road maintenance and rockwear fees estimated at \$858.00 to Weyerhaeuser Company. The Purchaser shall pay BLM a road maintenance fee of \$186.62 and a rockwear fee of \$256.41. See Exhibit D map for specification of road maintenance responsibility. Only the map page of Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

ROAD CONSTRUCTION: Required

Spurs A, B and E

Class: SN-14

Length: 19.31 stations

Surfacing: Natural

Total estimated excavation: 16 hours of tractor time.

Total estimated construction cost: \$3,402.24

Special Requirements in Road Construction: Operations limited to periods of dry weather.

This sale does not qualify for application to the Small Business Administration for loan for access road construction.

DURATION OF CONTRACT: Duration of the contract will be 24 months for cutting and removal of timber.

SPECIAL PROVISIONS: The contract will contain special provisions regarding road construction, road renovation, road maintenance, logging methods, prevention of erosion, falling of snags, logging residue reduction, and submission of a written logging plan specifying spur road locations, landing locations, logging methods, and logging schedule.

Under Sec. 25 of the timber sale contract, tractor logging will be prohibited during periods of excessive soil moisture. This will normally limit tractor logging to July, August and September. Tractor logging of the right of way timber will be prohibited during periods of excessive soil moisture.

OTHER SPECIAL REQUIREMENTS:

The Purchaser shall be required to provide 14 days written notice prior to beginning or resuming operations.

In the Partial Harvest Area, except where specified below, yarding shall be done with a carriage equipped skyline capable of yarding 1000 feet slope distance. Lift trees and/or intermediate supports may be necessary.

Where slopes are less than 35%, the Purchaser may yard using ground-based equipment operated entirely on designated skid roads.

There are requirements for blocking, waterbarring, or subsoiling roads or skid roads between logging seasons and at completion of hauling.

No operations will be permitted on the contract area between March 1 and June 30 of each calendar year, both days inclusive.

Approximately 163 CCF of additional volume was considered to be within the skyline corridors in this contract area but is not included in the advertised sale volume. Additional skyroad timber will be sold at contract price. Additional timber needed for other purposes will be appraised and sold at market value.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing subsoiling and blocking, or contributing \$1,636.68 in lieu thereof. The Purchaser will have the option of performing the slash disposal requirements of this contract or contributing \$806.48 in lieu thereof. The options must be declared prior to contract execution.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: ***Prospective bidders may obtain a key from the Eugene District Office. Any other persons interested in visiting the timber sale site should first contact Alan Corbin at 683-6792.***

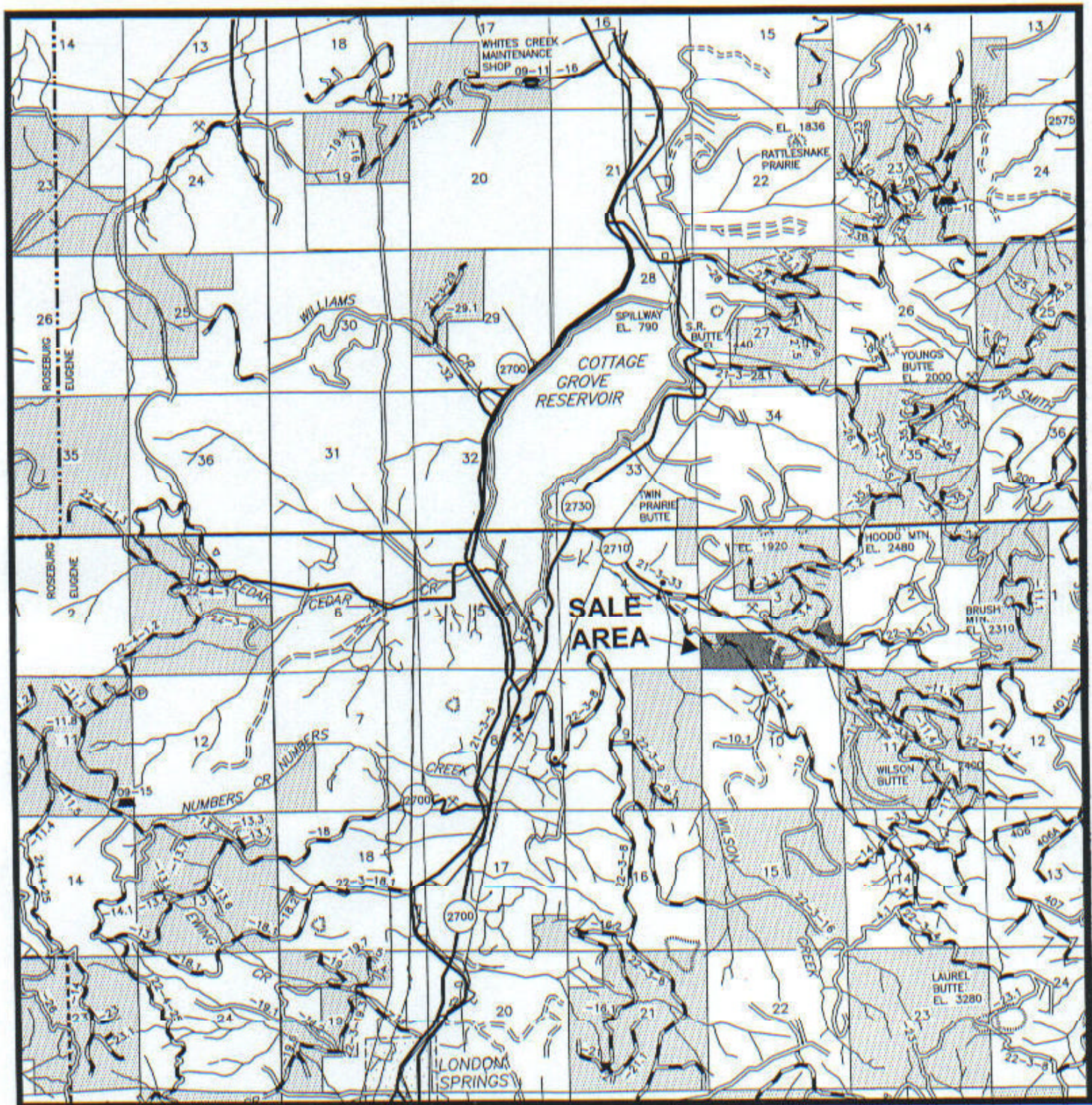
From Cottage Grove, travel south on London Road (County Road 2700) for approximately 3 miles. Turn onto Cottage Grove-Reservoir Road (County Road 2730) and proceed south for approximately 3 miles to Wilson Creek Road (County Road 2719). Continue on Wilson Creek Road to the gate and follow the timber sale area signs to the sale area.

TIMBER SALE LOCATION MAP

Twin Prairie

TOWNSHIP 22 S. RANGE 3 W. SECTION 3

SCALE 1" = 1 MILE



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

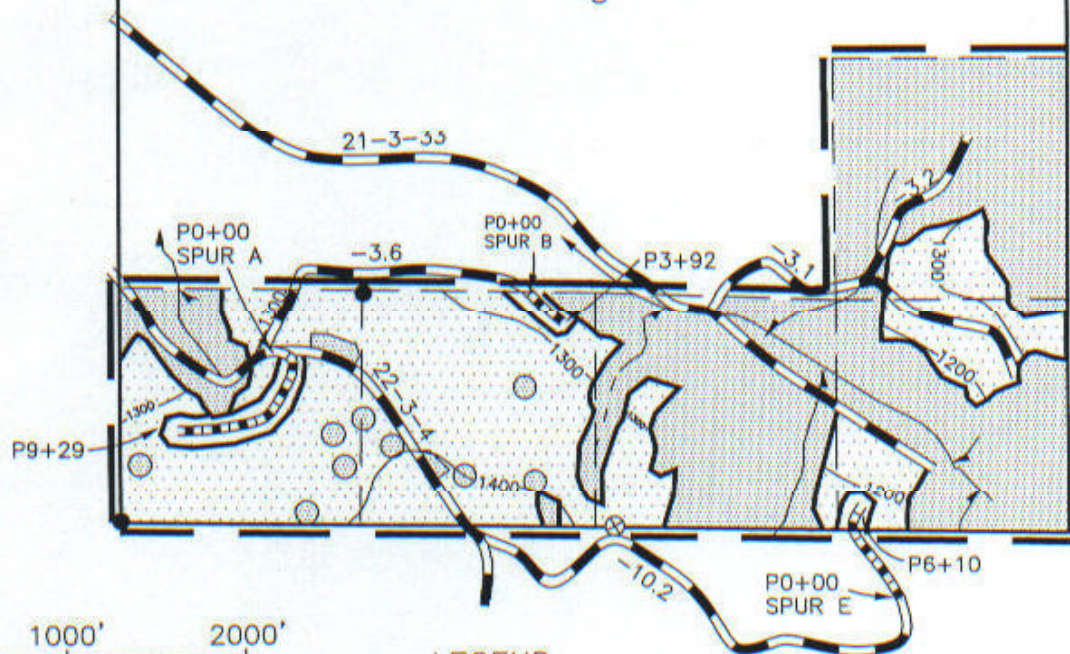
EXHIBIT "A"

SALE NAME: TWIN PRAIRIE TIMBER SALE CONTRACT NO.: OR090-TS02-303

T. 22S. , R. 3W. , SEC. 3 , WILL. MER., EUGENE DISTRICT

PARTIAL HARVEST AREA	88
ROAD R/W (CLEARCUT) AREA	2
RESERVE AREA	110
CONTRACT AREA	<u>200 A.</u>

3



LEGEND

- CLEARCUT (R/W) AREA
- PARTIAL HARVEST AREA
- RESERVE AREA

- BOUNDARY - CONTRACT AREA
- BOUNDARY - CUTTING AREA (BLAZED, PAINTED & POSTED)
- ROAD TO BE CONSTRUCTED
- ROCK SURFACED ROAD
- CORNER FOUND
- STREAM
- LANDING

DATE: 3/02

EUGENE DISTRICT
MCKENZIE RESOURCE AREA

PARCEL NO. 2
SALE DATE: August 29, 2002

Tract No. E-02-254 - **Galapooya**
Linn & Lane Counties, Oregon: O&C

Bid Deposit Required: \$93,300.00

All timber designated for cutting on S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ **Section 31**; SW $\frac{1}{4}$ SW $\frac{1}{4}$ **Section 33, T. 14 S., R. 1 W.**; W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ **Section 28**; E $\frac{1}{2}$ NE $\frac{1}{4}$ **Section 33**; SW $\frac{1}{4}$ NW $\frac{1}{4}$ **Section 34, T. 14 S., R. 2 W.**; Lots 1 & 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ **Section 1**; Lot 1, S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ **Section 5**; W $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ **Section 9, T. 15 S., R. 1 W.**, Will. Mer.

Estimated Volume (MBF) 32' Log	Estimated Volume (MBF) 16' Log	Species	Estimated Volume (CCF)	Appraised Price Per CCF	Estimated Volume Times Appr. Price
2,559	3,199	Douglas-fir	5,825	\$131.00	\$ 763,075.00
67	84	Grand fir	147	70.00	10,290.00
910	1,137	Western hemlock	2,080	66.00	137,280.00
33	41	Western red cedar	84	140.00	11,760.00
10	12	Alder	26	94.00	2,444.00
54	67	Maple/Chinquapin	144	52.00	7,488.00
3,632	4,540		8,306		\$ 932,337.00

APPRAISED PRICES are determined by the analytical appraisal method.

NOTE: This timber sale has been cruised based upon cubic foot measure. The minimum bid figures shown by species are dollars per hundred cubic feet (CCF). The minimum bid increment will be \$0.05 per CCF. Scribner board foot volumes by species are displayed for informational purposes and for the purpose of administration of Section 19 of the contract.

LOG EXPORT RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

CRUISE INFORMATION: All species in the right-of-ways have been cruised using the 3P system to select sample trees. A portion of the sample trees have been felled, bucked and scaled using the **National Cruise Program**. The remaining sample trees have been cruised and the volume computed using the **National Cruise Program** for estimating volumes in 16-foot lengths. A small number of minor coniferous and hardwood species in the right-of-ways have been cruised using the Sample Tree method of the **National Cruise Program**. Volume from both methods is then expanded for a total right-of-way volume.

The trees designated for cutting in the riparian thinning portion of the sale have been cruised using the 3P system to select sample trees. The sample trees have been cruised and the volume computed using the **National Cruise Program** for estimating volumes in 16-foot lengths.

Volumes for all species in the Partial Harvest Areas have been derived from volume to basal area ratios (vbar). Sample tree volume was expanded to a total sale volume using the **National Cruise Program**. Basal area was determined with a Relaskop using a 20 BAF (Partial harvest areas 2A,2B,3 & 4) and a 27.78 BAF (Partial harvest areas 5A,5B,5F,6,7A,7B,9A & 9B). This sale contains a total of 269 plots.

A map showing the location and description of the sample trees is available at the Eugene District Office.

With respect to merchantable Douglas-fir (sample trees): The average tree is 12.5 " DBHOB; the average log contains 43 bd ft / 8 cf, the total gross volume is approximately 3,365 MBF / 6,120 CCF and 95% recovery is expected. 0.3% was determined to be salvage volume.

CUTTING AREA: 12 areas totaling approximately 271 acres must be partial harvested and approximately 9.2 acres of right-of-way must be clear cut. In addition, there are approximately 1,233 trees selectively marked for removal with blue paint outside the cutting area boundaries in the Approximate Area in Which Trees are Marked for Cutting in the Reserve Area (riparian thinning area) shown on Exhibit A..

ACCESS: Access to the sale is provided by:

1. a public road;
2. BLM existing roads;
3. BLM roads to be constructed; and
4. Roads covered by a Right-of-Way and Road Use Agreements E-370, E-573 and E-337 between Timber Service Company, Willamette Industries, Inc. and Weyerhaeuser Company, respectively, and the United States. In the use of private roads, the Purchaser shall enter into a license agreements with the above-mentioned companies. The license agreements shall be obtained at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

ROAD MAINTENANCE: The Purchaser shall pay fees as follows: above-normal road maintenance and rockwear fees estimated at \$804.49 to Timber Service Company; above-normal road maintenance and rockwear fees estimated at \$1,051.68 to Willamette Industries, Inc.; and depending on Weyerhaeuser's option, pay road maintenance and rockwear fees estimated at \$342.08 or maintain the road and pay above-normal road maintenance and rockwear fees estimated at \$200.62 to Weyerhaeuser. The Purchaser shall pay BLM a road maintenance fee of \$1,778.08 and a rockwear fee of \$2,855.78. See Exhibit D map for specification of road maintenance responsibility. Only the map page of Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

ROAD CONSTRUCTION: Required

Suggested Rock Source: Commercial (Bar run river gravel 130 cy)

Road Nos. Temporary Spurs : Spur 2B, Spur 4, Spur 5 , Spur 6, Spur 7A, Landing Spur 7A, Spur 7B, Spur 9A, Landing Spur 9A Renovation of 14-2-28 and 14-2-28.1

Class: SN-14 - Construction	Length: Construction - 87.3 Stations	Renovation - 99.7 Stations
SN-16 - Renovation		
	Spur 2B 4.4 Sta.	3.3 Sta
	Spur 4 5.1	0.0
	Spur 5 20.6 Sta.	6.0 Sta
	Spur 6 4.8	0.0
	Spur 7A 24.4	0.0
	Landing Spur 7A 0.8	0.0
	Spur 7B 22.7	17.8
	Spur 9A 3.5	5.0
	Landing Spur 9A 1.0	0.0
	Rd 14-2-28 0.0	33.8
	Rd 14-2-28.1 0.0	34.8
	Totals 87.3 Stations	99.7 Stations

Surfacing: native material

Total estimated hours for construction: D-7 cat 35 hours, Excavator 1.75 CY bucket 15 hours

Total estimated hours for renovation: D-7 cat 17 hours, Excavator 1.75 CY bucket 5 hours

Culverts: Diameter: 18" Length 40 feet, Diameter 36" Length 40 feet

Total estimated construction cost: \$28,144.74 includes 2 move ins (plus a third for road closures)

Total estimated cost for road closure, water bars, culvert removal and blocking of vehicle access onto the roads is \$6,576.35. See separate appraisal for road closures

Special Requirements in Road Construction: Operations limited to periods of dry weather, rocking will not be allowed on temporary dirt spurs. Harvest activities, timber hauling, road construction, road renovation and culvert installation and removal all have seasonal restrictions for activity. The temporary stream crossing for Harvest Area 7A needs to be installed and removed between July 15 and August 31 of the same year. This gives 46 days to install the culvert, construct the road, cut and harvest 31 acres and then remove the stream crossing. The new stream crossing on Harvest Area 5 needs to be installed on or after June 1 and both the new culvert and old culvert removed by September 30 of that same year. This gives 121 days to install the culvert construct the road, cut and harvest 28 acres and then remove the stream crossings. All roads closed shall also be water barred and blocked as required. During all culvert installation and removal some method of sediment control shall be used in the existing streams. The culvert removal shall also be left in an erosion resistant state as approved by the Authorized Officer.

This sale does not qualify for application to the Small Business Administration for loan for access road construction.

DURATION OF CONTRACT: Duration of the contract will be 24 months for cutting and removal of timber.

SPECIAL PROVISIONS: The contract will contain special provisions regarding road construction, road maintenance, logging methods, prevention of erosion, falling of snags, logging residue reduction, and submission of a written logging plan specifying spur road locations, landing locations, logging methods, and logging schedule. Various seasonal restrictions control timber harvest, timber hauling, road renovation and road construction on various sale areas.

Under Sec. 25 of the timber sale contract, tractor logging will be prohibited during periods of excessive soil moisture when soil moisture is greater than 25 percent. This will normally limit tractor logging from June 1 through October 15. Tractor logging of the right-of-way timber will be prohibited during periods of excessive soil moisture.

Other Special Requirements:

1. Upon completion of the sale, block and water bar roads as required in e(2)(bb).
2. No yarding through reserve areas as shown on Exhibit A.
3. Piling required at landings.
4. In the Partial Harvest Areas, the Purchaser shall make cable road changes by completely respooling the cables and restringing the layout to protect reserved trees present.
5. Special provisions regarding contract suspension/modification/termination have been added to Section 41 of the contract.
6. Portions of Partial Harvest Area 2A have been designed for downhill cable yarding.
7. The Partial Harvest area has been marked with orange paint for hand falling and selectives outside the harvest area have been marked in blue paint. The Purchaser assumes all responsibility for additional marking should mechanical methods be used.
8. Purchaser and/or subcontractors will be required to clean yarding, road construction and subsoiling equipment using a pressure hose, prior to entry on BLM lands, and whenever equipment leaves the project area and returns from another project area.

Approximately 504 CCF of additional volume was considered to be within the skyline corridors in this contract area but is not included in the advertised sale volume. Additional skyroad timber will be sold at contract price. Additional timber needed for other purposes will be appraised and sold at market value.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing the slash piling and burning or contributing \$7,032.89 in lieu thereof. The option must be declared prior to contract execution. Road closure, culvert removal and blocking requirements of this contract are not included in the Optional Contribution and will remain the responsibility of the purchaser.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA:

From Springfield, Oregon proceed North on Marcola Road/Brush Creek Road approximately 15 miles to Partial Harvest Areas 5A, 5B and 5F. Continue North on Brush Creek Road approximately 0.25 mile and turn left on the 15-1-4.1 Road to Areas 2 and 3. Continue North on Brush Creek Road approximately 1.25 miles and turn right on the 14-1-33 Road, turn left on the 15-1-2 Road, turn right on the 14-1-35.2 Road, turn right on the 14-1-35.1 Road to Areas 7A and 7B. Continue North on Brush Creek Road approximately 2 miles and turn left on the 14-1-32/West Brush Creek Road; proceed approximately 2 miles and turn left on the 14-1-31 Road to Area 4.

From Eugene, Oregon proceed North on I-5 to the Brownsville exit No. 228; approximately 2 miles turn right on Courtney Creek Road 14-2-16; approximately 3 miles turn right on the 14-2-28.1 to Areas 9A and 9B. Continue on the 14-2-16 Road approximately 1.25 miles to the 14-2-34 Road for Area 6.

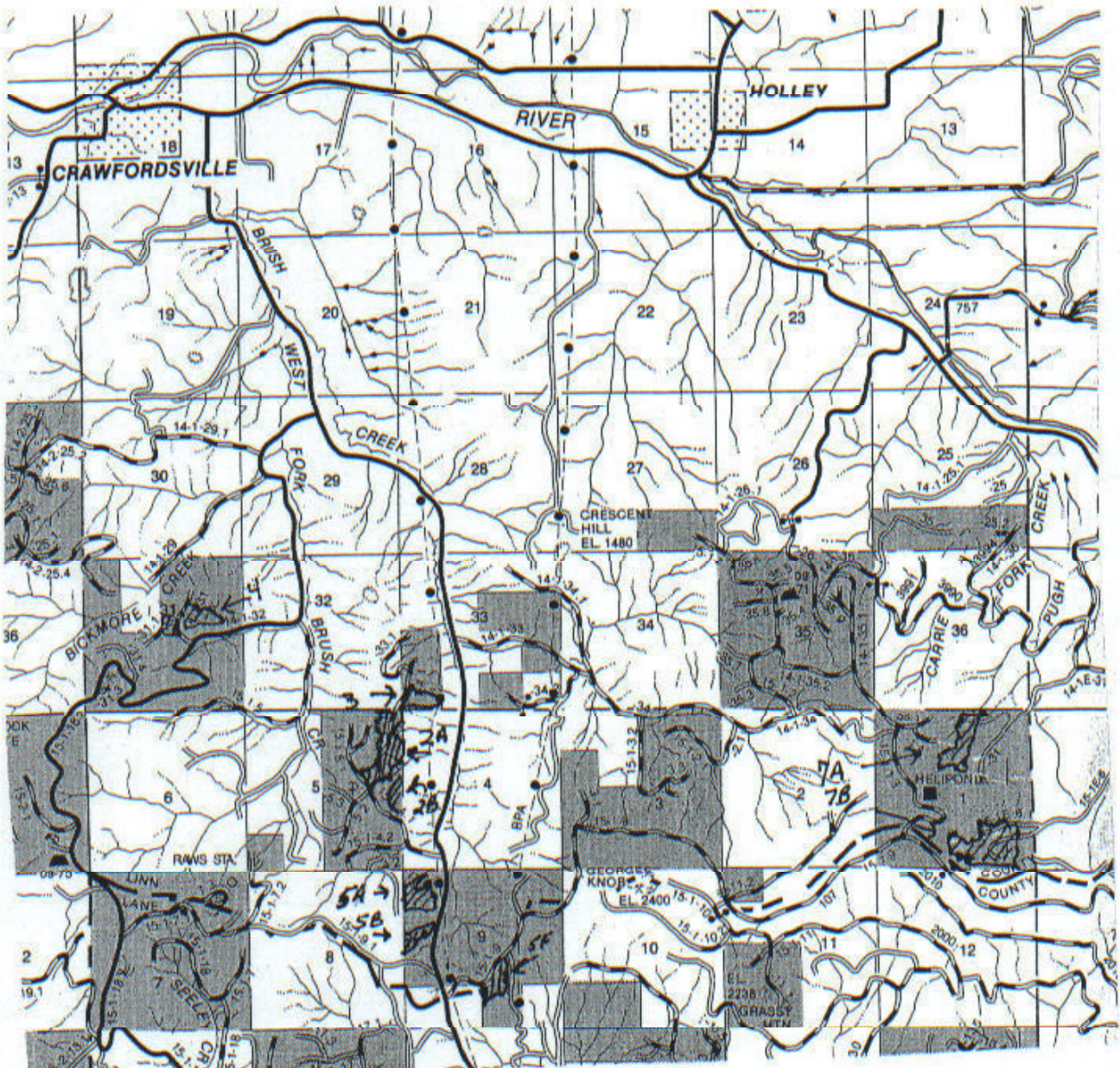
Follow the signs to the sale areas.

TIMBER SALE LOCATION MAP

CALAPOOYA - TRACT NO. E-02- 254

T. 14 S., R. 01 W. Sections 31 & 33, T. 15 S., R 01W., Sections, 1, 5 & 9

Scale 1" = 1 mile

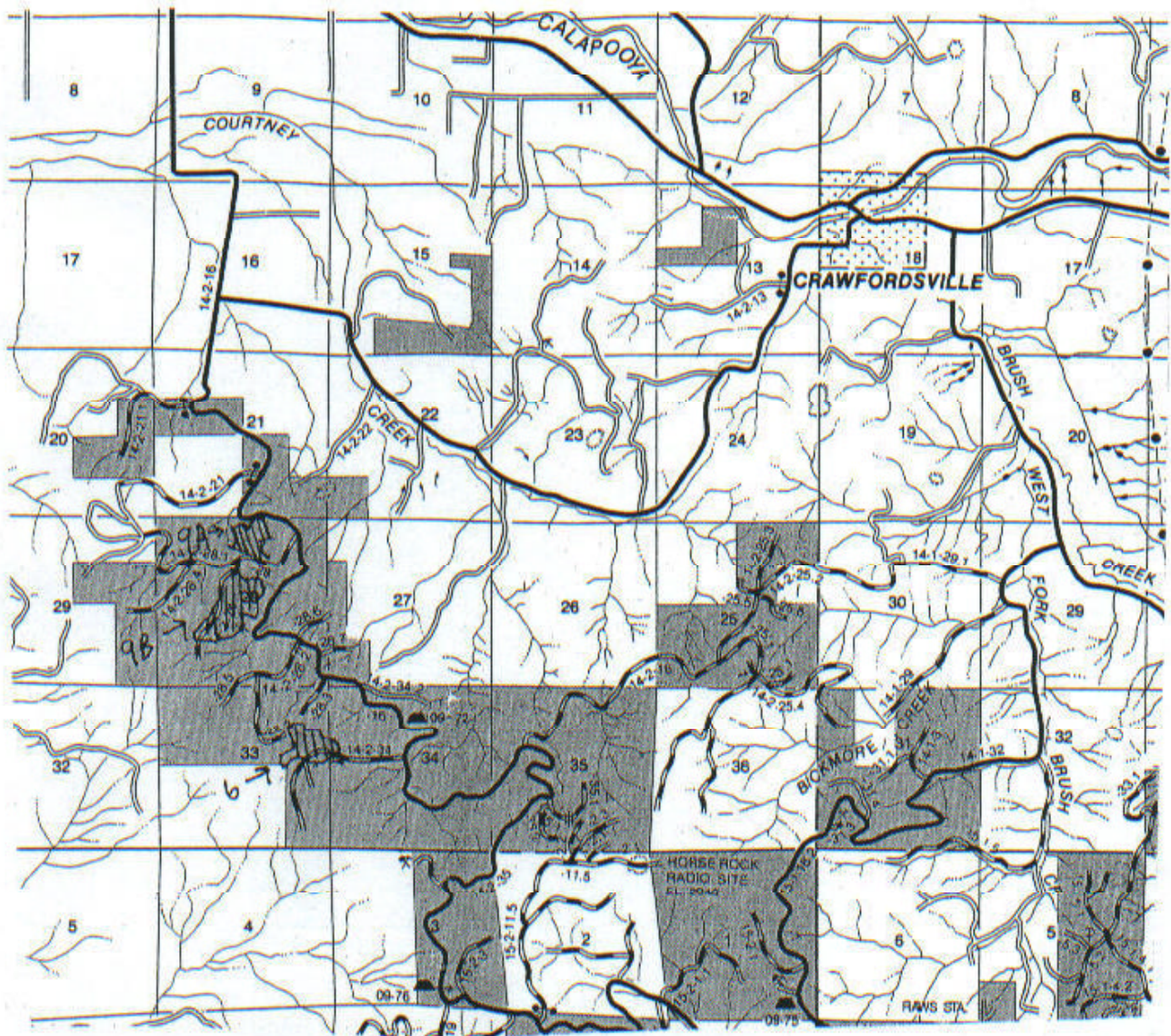


TIMBER SALE LOCATION MAP

CALAPOOYA - TRACT NO. E-02- 254

T.14S., R.02 W. Sections 28, 33 & 34

Scale 1" = 1 mile



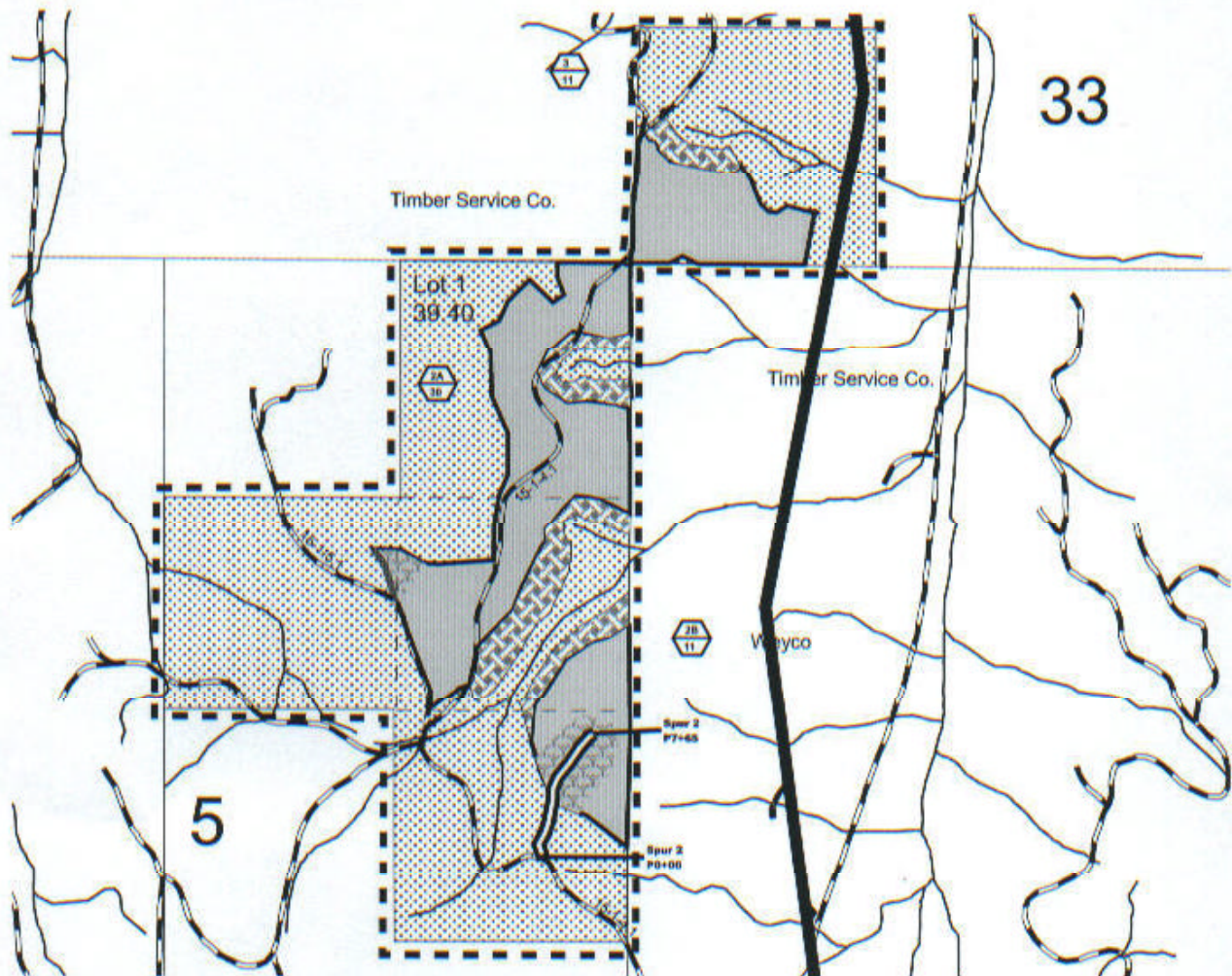
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

EXHIBIT "A"

SHEET 1 OF 6

SALE NAME: CALAPOOYA TIMBER SALE CONTRACT NO.: OR090-TS02-254

T. 15S., R. 1W., SEC. 05, T. 14S., R. 01W., SEC. 33, WILL. MER., EUGENE DISTRICT



LINN COUNTY

- PARTIAL HARVEST NUMBER
ACREAGE WITHIN AREA
- BOUNDARY CONTRACT AREA
- EXISTING PERMANENT ROCKED
- BPA POWER LINES
- NEW CONSTRUCTION NATURAL SURFACE
- EXISTING NATURAL SURFACE
- STREAMS
- APPROX. AREA IN WHICH
TREES ARE MARKED FOR
CUTTING IN THE RESERVE AREA
- GROUND BASED HARVEST
- BOUNDARY CUTTING AREA, BLAZED, PAINTED, POSTED
- SECTION LINES
- RESERVE AREA

PARTIAL HARVEST AREA	52
R/W AREA	.8
RESERVE AREA	147.2
CONTRACT AREA	200 ac

GRAND TOTALS ALL AREAS	
TOTAL PARTIAL HARVEST AREAS	271
TOTAL R/W AREA	9.2
TOTAL RESERVE AREA	1019.8
TOTAL CONTRACT AREA	1400 ac

1000 0 1000 Feet

map scale 1"=1000'



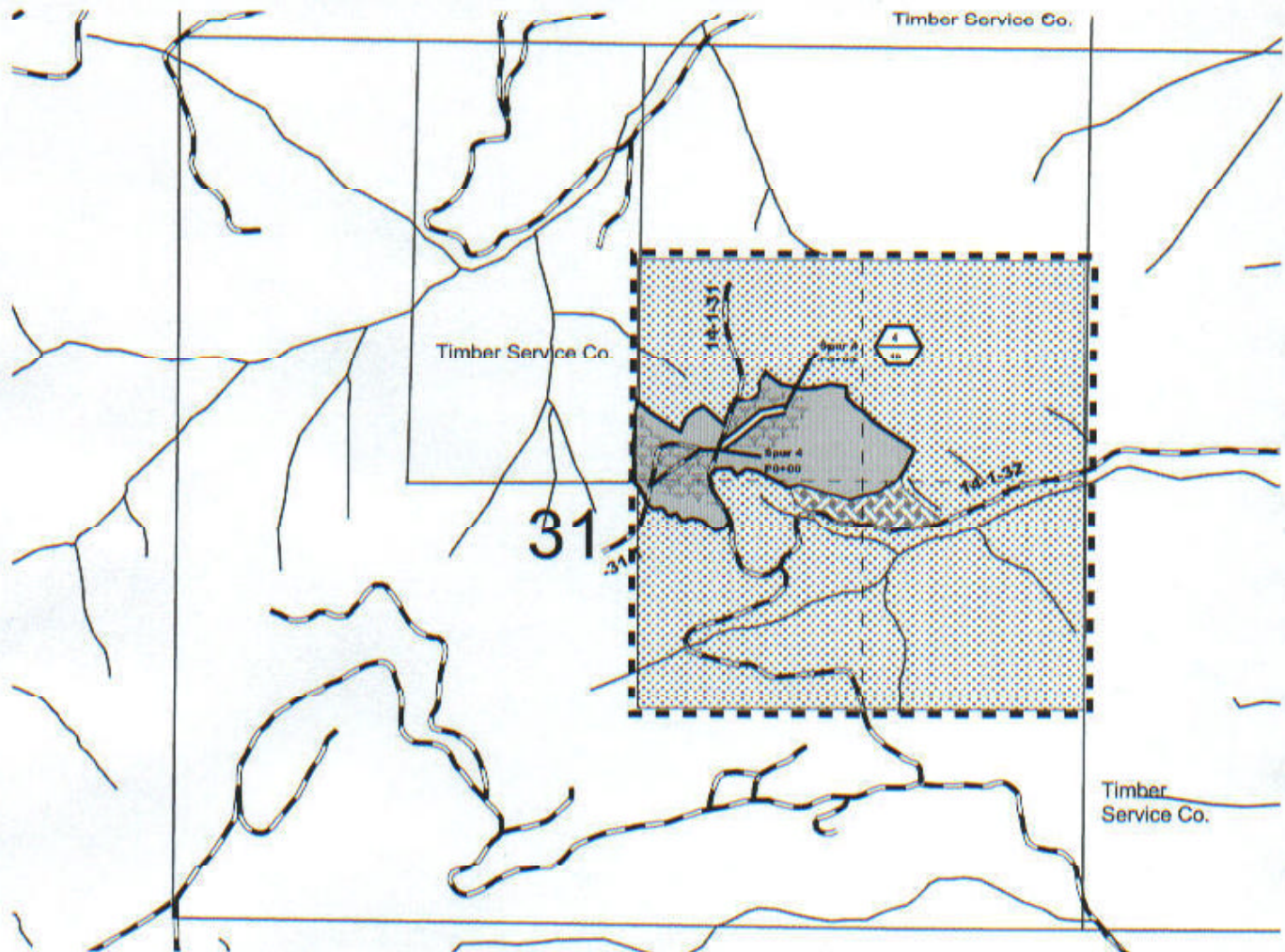
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"

SHEET 2 OF 6

SALE NAME: CALAPOOYA TIMBER SALE CONTRACT NO.: OR090-TS02-254

T. 14S., R. 01W., SEC. 31, WILL. MER., EUGENE DISTRICT



LINN COUNTY

- PARTIAL HARVEST NUMBER
ACREAGE WITHIN AREA
- BOUNDARY CONTRACT AREA
- EXISTING PERMANENT ROCKED
- NEW CONSTRUCTION NATURAL SURFACE
- STREAMS
- APPROX. AREA IN WHICH TREES ARE MARKED FOR CUTTING IN THE RESERVE AREA
- GROUND BASED HARVEST
- BOUNDARY CUTTING AREA, BLAZED, PAINTED, POSTED
- SECTION LINES
- RESERVE AREA

PARTIAL HARVEST AREA	19
R/W AREA	.5
RESERVE AREA	140.5
CONTRACT AREA	160 ac

1000 0 1000 Feet

map scale 1"=1000'



UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

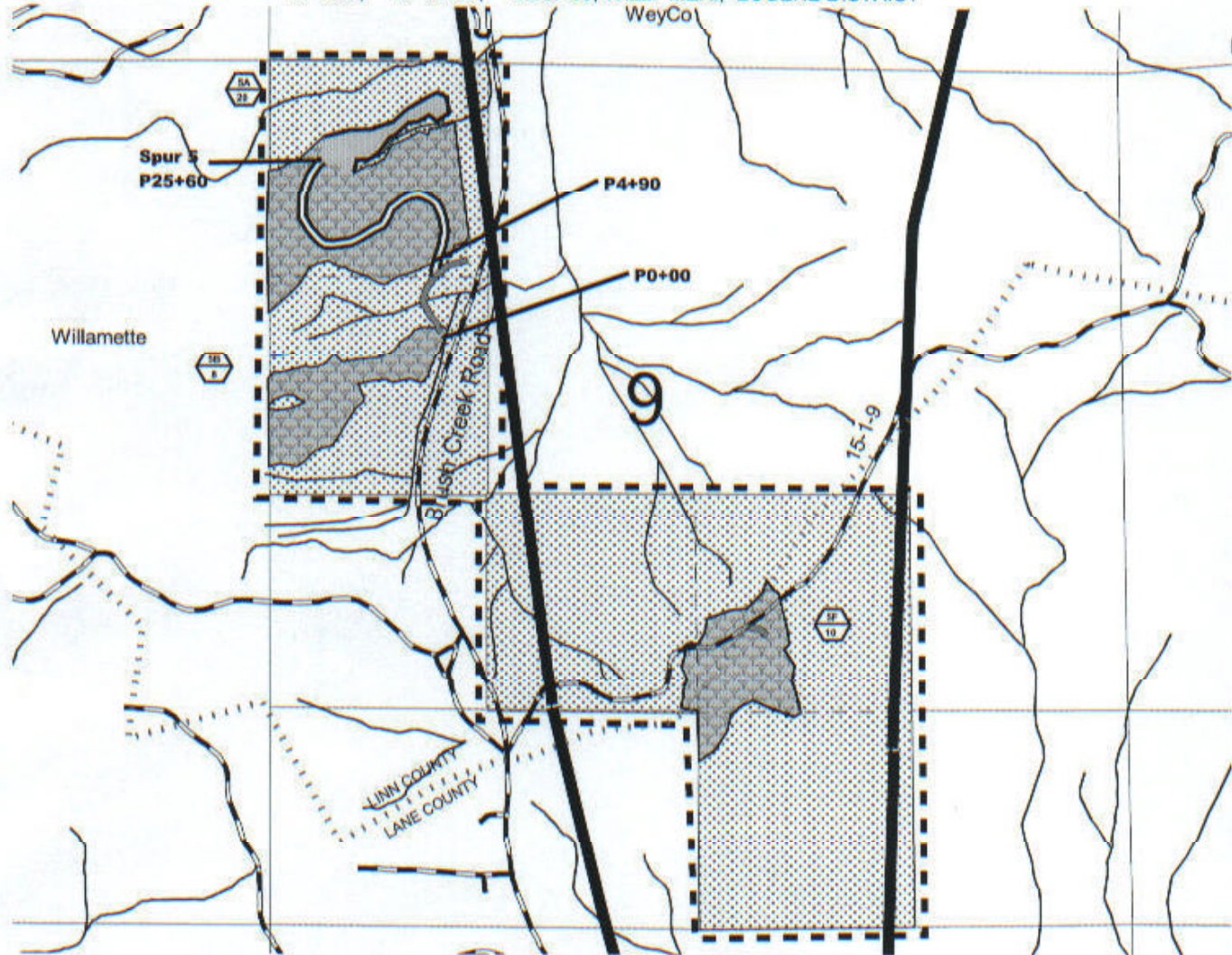
EXHIBIT "A"

SHEET 3 OF 6












SALE NAME: CALAPOOYA TIMBER SALE CONTRACT NO.: OR090-TS02-254

T. 15S., R. 01W., SEC. 09, WILL. MER., EUGENE DISTRICT

WeyCo



LINN AND LANE COUNTY

-  PARTIAL HARVEST NUMBER
ACREAGE WITHIN AREA
-  BOUNDARY CONTRACT AREA
-  EXISTING PERMANENT ROCKED
-  BPA POWER LINES
-  EXISTING NATURAL SURFACE
-  NEW CONSTRUCTION NATURAL SURFACE
-  STREAMS
-  GROUND BASED HARVEST
-  BOUNDARY CUTTING AREA, BLAZED, PAINTED, POSTED
-  SECTION LINES
-  RESERVE AREA

PARTIAL HARVEST AREA	38
R/W AREA	2.1
RESERVE AREA	159.9
CONTRACT AREA	200 ac

1000 0 1000 Feet

map scale 1"=1000'



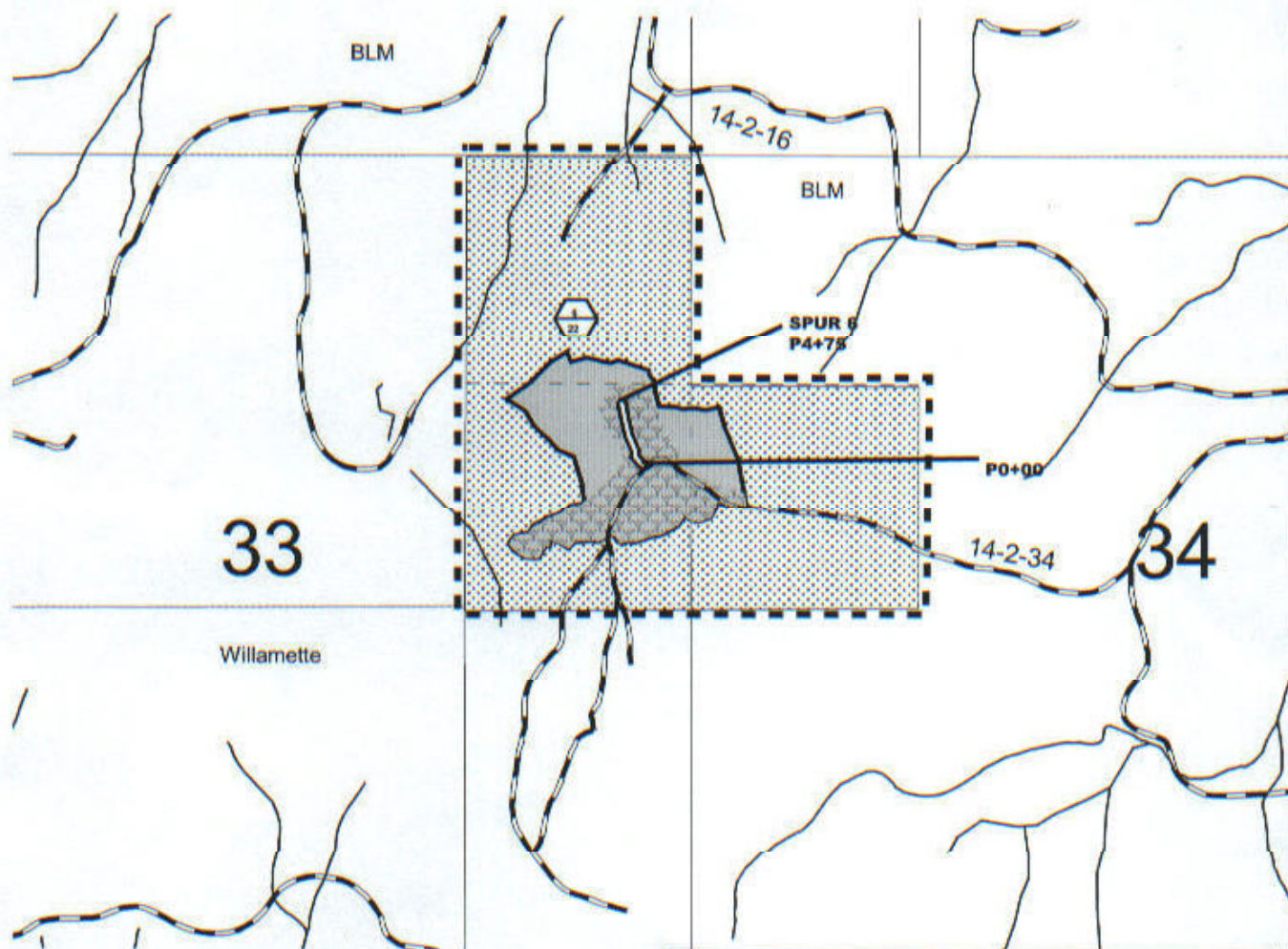
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

EXHIBIT "A"

SHEET 4 OF 6

SALE NAME: CALAPOOYA TIMBER SALE CONTRACT NO.: OR090-TS02-254

T. 14S., R. 02W., SEC. 33,34, WILL. MER., EUGENE DISTRICT



LINN COUNTY



PARTIAL HARVEST NUMBER
ACREAGE WITHIN AREA



BOUNDARY CONTRACT AREA
EXISTING PERMANENT ROCK
NEW CONSTRUCTION NATURAL SURFACE
STREAMS
GROUND BASED HARVEST
BOUNDARY CUTTING AREA, BLAZED, PAINTED, POSTED
SECTION LINES
Reserve Area

PARTIAL HARVEST AREA	22
R/W AREA	.5
RESERVE AREA	137.5
CONTRACT AREA	160 ac

1000 0 1000 Feet

map scale 1"=1000'



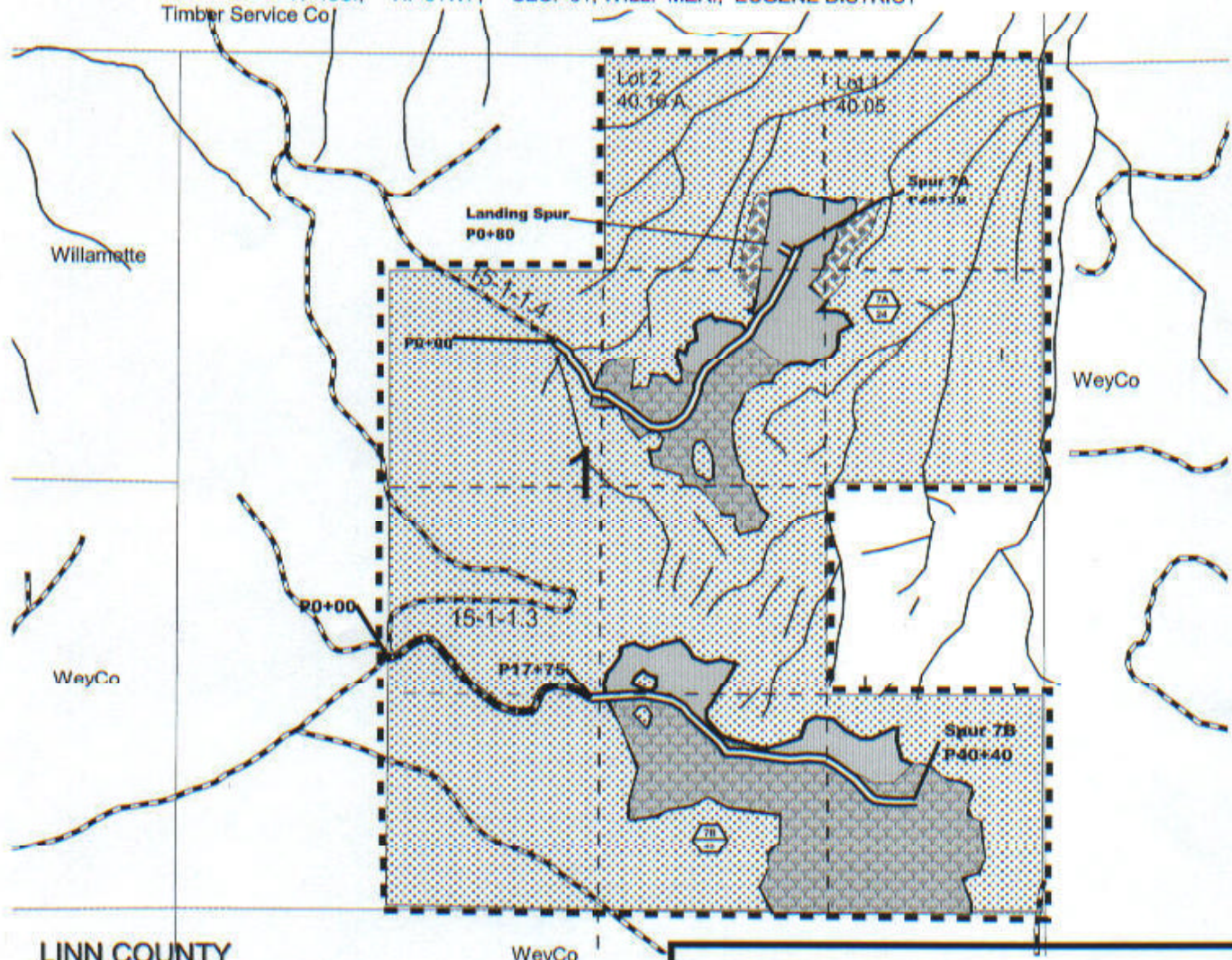
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"

SHEET 5 OF 6

SALE NAME: CALAPOOYA TIMBER SALE CONTRACT NO.: OR090-TS02-254

T. 15S., R. 01W., SEC. 01, WILL. MER., EUGENE DISTRICT



LINN COUNTY



PARTIAL HARVEST NUMBER
ACREAGE WITHIN AREA

- BOUNDARY CONTRACT AREA
- EXISTING PERMANENT ROCK
- NEW CONSTRUCTION NATURAL SURFACE
- ROAD RENOVATION
- STREAMS
- APPROX. AREA IN WHICH TREES ARE MARKED FOR CUTTING IN THE RESERVE AREA
- GROUND BASED HARVEST
- BOUNDARY CUTTING AREA, BLAZED, PAINTED, POSTED
- SECTION LINES
- RESERVE AREA

PARTIAL HARVEST AREA	67
R/W AREA (CC)	4.9
RESERVE AREA	328.1
CONTRACT AREA	400 ac

1000 0 1000 Feet

map scale 1"=1000'



UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

EXHIBIT "A"

SHEET 6 OF 6

SALE NAME: CALAPOOYA TIMBER SALE CONTRACT NO.: OR090-TS02-254

T. 14S., R. 02W., SEC. 28, WILL. MER., EUGENE DISTRICT

Timber Service Co

Landing Spur
P1+00

Spur GA
P6+30
P4+50

Timber Service Co

14-2-28.1

14-2-16

28

LINN COUNTY



PARTIAL HARVEST NUMBER
ACREAGE WITHIN AREA

PARTIAL HARVEST AREA	73
R/W AREA (CC)	.4
RESERVE AREA	206.6
CONTRACT AREA	280 Ac



BOUNDARY CONTRACT AREA
ROAD RENOVATION
EXISTING PERMANENT ROCKED
NEW CONSTRUCTION NATURAL SURFACE
STREAMS
GROUND BASED HARVEST
BOUNDARY CUTTING AREA, BLAZED, PAINTED, POSTED
SECTION LINES
RESERVE AREA

1000 0 1000 Feet

map scale 1"=1000'



EUGENE DISTRICT
COAST RANGE RESOURCE AREA

**SBA
SET-ASIDE SALE**

PARCEL NO. 3
SALE DATE: August 29, 2002

Tract No. E-02-132 BISHOPS HAT
Lane County, Oregon: O&C

Bid Deposit Required: \$27,600.00

All timber designated for cutting on Lots 1, 2, 3; SW 1/4 NE 1/4; NE 1/4 NW 1/4; N 1/2 SE 1/4; SE 1/4 SE 1/4, Section 21, T. 17S, R 7 W., Will. Mer.

Estimated Volume (MBF) 32' Log	Estimated Volume (MBF) 16' Log	Species	Estimated Volume (CCF)	Appraised Price Per CCF	Estimated Volume Times Appr. Price
1,198	1,497	Douglas-fir	2,666	\$101.00	\$269,266.00
85	106	Western hemlock	196	\$32.00	6,272.00
1,283	1,603	Total	2,862		\$275,538.00

APPRAISED PRICES are determined by the analytical appraisal method.

NOTE: This timber sale has been cruised based upon cubic foot measure. The minimum bid figures shown by species are dollars per hundred cubic feet (CCF). The minimum bid increment will be \$0.05 per CCF. Scribner board foot volumes by species are displayed for informational purposes and for the purpose of administration of Section 19 of the contract.

LOG EXPORT RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

CRUISE INFORMATION: Western hemlock right-of-way timber volumes were based on a 100% cruise using the **National Cruise Program** for estimating board foot volume of trees in 16-foot logs. Douglas-fir right-of-way timber volumes were cruised using the 3P system to select sample trees. The sample trees have been cruised and the volume computed using the **National Cruise Program** for estimating volume in 16-foot lengths. A map showing the location and description of these sample trees is available at the Eugene District Office. Volume for all coniferous species in the Partial Harvest Area is derived from volume to basal area ratios (V-BAR). Measure tree volume is expanded to a total sale volume using the **National Cruise Program**. Basal area was determined with a Relaskop using a 17.78 BAF. Measure trees were selected using a 122.50 BAF. This sale contains a total of 173 plots. A map showing the location of the plots and measure trees is available at the Eugene District Office.

With respect to merchantable Douglas-fir trees: The average tree is 13.4" DBHOB; the average log contains 8 cu. ft.; the total gross volume is approximately 2,842 CCF; and 94% recovery is expected.

CUTTING AREA: One area totaling approximately 128 acres must be partial harvested and approximately 3 acres of right-of-way must be clear cut.

ACCESS: Access to the sale is provided by:

1. a public road;
2. BLM existing roads;
3. BLM roads to be constructed;
4. Roads covered by Right-of-Way and Road Use Agreement E-310 between Roseburg Resources Company and the United States. In the use of private roads, the Purchaser shall enter into a license agreement with Roseburg Resources Company. The license agreement shall be delivered to Roseburg Resources Company for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

ROAD MAINTENANCE: The Purchaser shall pay BLM a road maintenance fee of \$2,360.64 and a rockwear fee of \$1,166.10. See Exhibit D map for specification of road maintenance responsibility. Only the map page of Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

ROAD CONSTRUCTION: Required

Spurs A and B

Class: SN-14

Length: 37.66 stations

Surfacing: N/A

Total estimated excavation: 44 hours of tractor time.

Total estimated construction cost: \$10,789.83

Special Requirements in Road Construction: Operations limited to periods of dry weather.

This sale does not qualify for application to the Small Business Administration for loan for access road construction.

DURATION OF CONTRACT: Duration of the contract will be 24 months for cutting and removal of timber.

SPECIAL PROVISIONS: The contract will contain special provisions regarding road construction, road maintenance, logging methods, prevention of erosion, falling of snags, logging residue reduction, and submission of a written logging plan specifying spur road locations, landing locations, logging methods, and logging schedule.

Under Sec. 25 of the timber sale contract, tractor logging will be prohibited during periods of excessive soil moisture. This will normally limit tractor logging to July, August and September.

OTHER SPECIAL REQUIREMENTS:

Approximately 434 CCF of additional volume was considered to be within the skyline corridors in this contract area but is not included in the advertised sale volume. Additional skyroad timber will be sold at contract price.

Pressure washing of all logging, road construction and subsoiling equipment shall be required.

In the Partial Harvest Area, except where specified below, yarding shall be done with a carriage equipped skyline capable of yarding 1,600 feet slope distance. Lift trees and/or intermediate supports may be necessary.

Where slopes are less than 35%, the Purchaser may yard using ground-based equipment operated entirely on designated skid roads.

There are requirements for blocking, waterbarring, or subsoiling roads or skid roads between logging seasons and at completion of hauling.

No operations will be permitted on the contract area between April 15 and June 15 of each calendar year, both days inclusive.

Operations on the contract area shall be limited to at least 2 hours after sunrise and at least 2 hours prior to sunset from April 1 through September 15, both days inclusive.

For the use Landing A, the Purchaser shall pay \$1,500.00 to Roseburg Resources Company; pile landing debris restore the crushed rock surface of the road and/or landing; and file a notification of operations with the State of Oregon for Purchaser's use of Landing A.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing subsoiling and blocking or contributing \$1,812.59 in lieu thereof. The Purchaser will have the option of performing excavator piling and slash burning or contributing \$1,521.02 in lieu thereof. Both options must be declared prior to contract execution.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA:

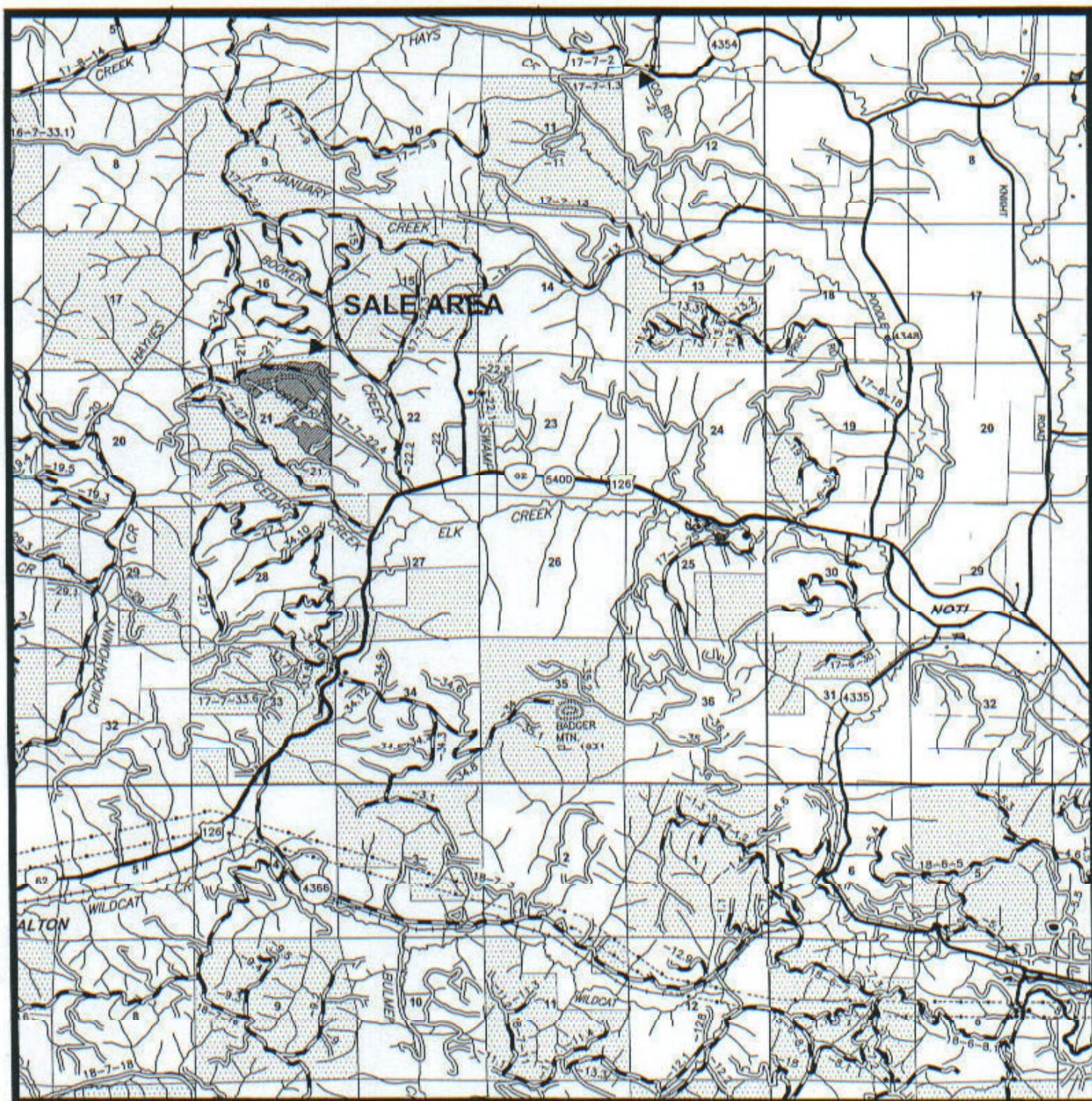
From Eugene, proceed west on Highway 126 approximately 4 miles past Noti. Turn north on Road No. 17-7-27 and follow signs to the timber sale area.

TIMBER SALE LOCATION MAP

Bishops Hat

TOWNSHIP 17 S. RANGE 7 W. SECTION 21

SCALE 1" = 1 MILE

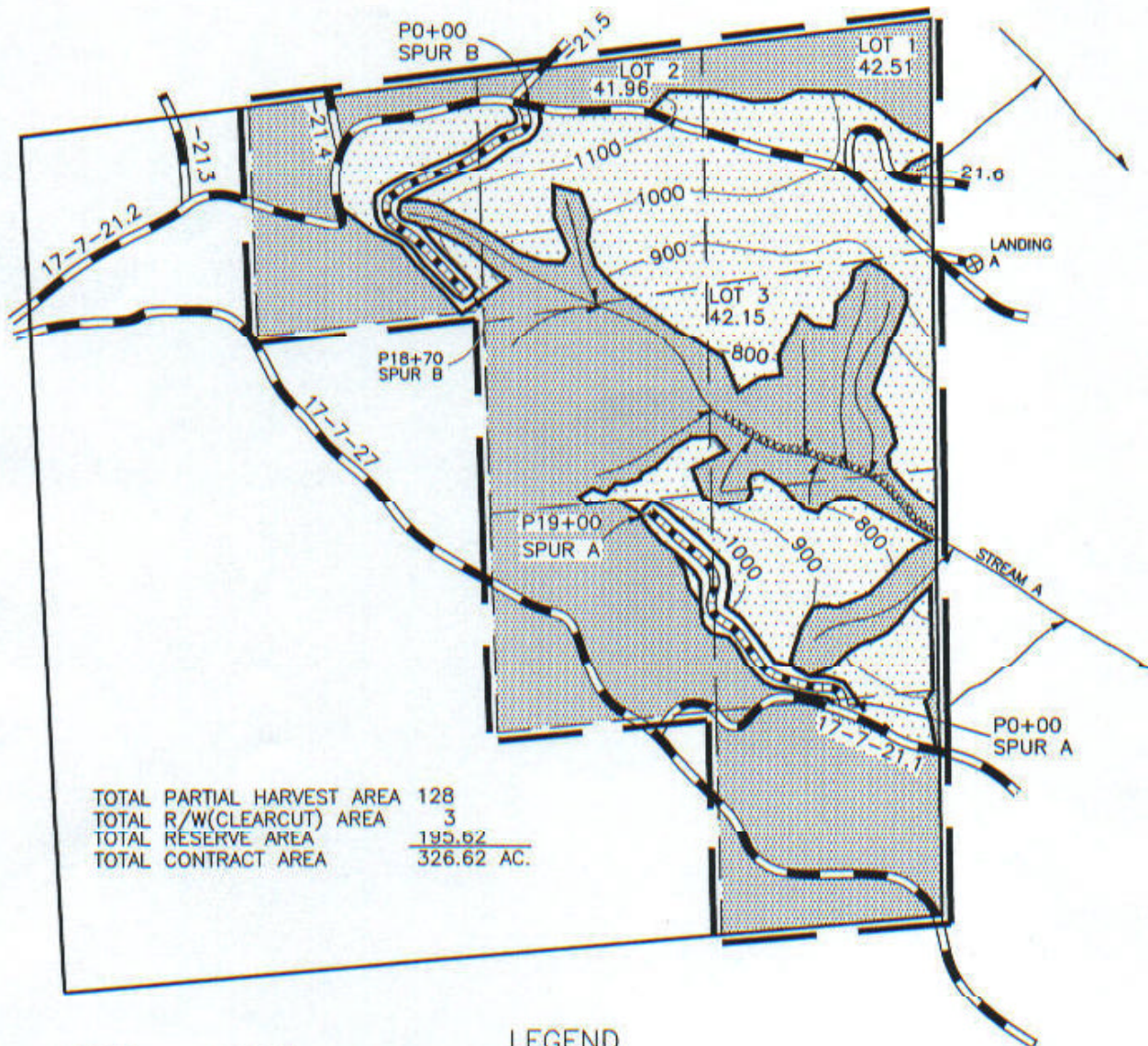


UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"

SALE NAME: BISHOPS HAT TIMBER SALE CONTRACT NO.: OR090-TS02-132

T. 17S. , R. 7W. , SEC. 21 , WILL. MER., EUGENE DISTRICT



- CLEARCUT AREA
- PARTIAL HARVEST AREA
- RESERVE AREA

LEGEND

- BOUNDARY - CONTRACT AREA
- BOUNDARY - CUTTING AREA (BLAZED, PAINTED & POSTED)
- ROAD TO BE CONSTRUCTED
- ROCK SURFACED ROAD
- STREAM
- FISHBEARING PORTION
- LANDING

DATE: 7/22

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOTICE OF REQUIREMENT FOR CERTIFICATION
OF NONSEGREGATED FACILITIES

Bidders and offerors are cautioned as follows: by signing this bid or offer or entering into this contract or lease, as the case may be, the bidder, offeror, or contractor will be deemed to have signed and agreed to the provisions of the Certification of Non-segregated Facilities in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, color, religion, sex, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offeror to agree to the Certification of Nonsegregated Facilities will render his bid or offer nonresponsive to the terms of solicitations involving awards of contract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

In accordance with 41 CFR 60, as amended May 19, 1967, and Executive Order No. 11246 of September 24, 1965, as amended, this notification will be included in all notices of invitations for bid, lease, offers, and requests for proposal where prospective nonexempt contracts may exceed \$10,000.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Bid, invitation number, or other
identification

E-

INDEPENDENT PRICE DETERMINATION CERTIFICATE

Bid date August 29, 2002

Bidder or offeror (name)

Address (include zip code)

Specify government-owned property bid on (item)

Timber Sale of approximately CCF

A. By submission of this bid or proposal, each bidder or offeror certifies, and in the case of a joint bid or proposal, each party thereto certifies as to its own organization, that in connection with this sale:

1. The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or offeror or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder or offeror and will not knowingly be disclosed by the bidder or offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or offeror or to any competitor; and

3. No attempt has been made or will be made by the bidder or offeror to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

B. Each person signing this bid or proposal certifies that:

1. He is the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein and that he has not participated, and

will not participate, in any action contrary to A. 1 through 3 above; or

2. (i) He is not the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to A. 1 through 3, above, and as their agent does hereby so certify; and

(ii) He has not participated, and will not participate, in any action contrary to A. 1 through 3, above.

C. This certification is not applicable to a foreign bidder or offeror submitting a bid or proposal for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

D. A bid or proposal will not be considered for award where A. 1, 3, or B., above, has been deleted or modified. Where A. 2, above, has been deleted or modified, the bid or proposal will not be considered for award unless the bidder or offeror furnishes with the bid or proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, determines that such disclosure was not made for the purpose of restricting competition.

(Signature of Authorized Officer)

Name and Title (type or print)

INSTRUCTIONS

Submit a properly completed and signed original copy of this form, with offers or bids for sales of all government-owned property to Bureau of Land Management as follows:

A. Include with sealed bids, written quotations and written offers.

B. At auction, at close of bidding and before award of spot bid sale.

Form 5430-1
(May 1965)
(formerly 4-1560)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SELF CERTIFICATION CLAUSE
BIDDERS STATEMENT

The bidder represents that he ☐ is ☐ is not a small business concern as defined by Title 13, Chapter 1,
Part 121 of the Code of Federal Regulations, as amended.

(Date)

(Signature of Bidder)

Title 18 USC, sec. 1001, makes it a crime for any person knowingly and wilfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

In order to qualify for a set-aside sale, all bidders *must* certify to being a small business concern by submitting an executed Self Certification Clause.

The date on the Self Certification Clause and the sale date *must be the same*.

A Self Certification Clause *must* accompany the deposit to qualify for *each* set-aside sale. After a sale award is made,

the Self Certification Clause will be immediately returned, with the deposit, to the unsuccessful bidders but may be re-submitted to qualify for other set-aside sales offered on the same date.

The Self Certification Clause submitted by the successful bidder will be retained by the Bureau of Land Management.

Agency Forest

Sale Name



**SMALL BUSINESS CERTIFICATION REQUIRED ON
ALL PREFERENTIAL SALES OF SET-ASIDE TIMBER**

The purchaser certifies, at the time of executing timber sale Contract No. _____ to which this statement is annexed, that in accordance with the Rules and Regulations (13 CFR 121) of the Small Business Administration (SBA):

1. His firm (a) is primarily engaged in the logging or forest products industry; (b) is independently owned and operated; (c) is not dominant in its field of operation; and (d) employs, together with its affiliates, 500 or fewer persons.

2. (a) He agrees not to sell and/or exchange more than 30 percent (50 percent in the case of Alaska) of the timber of log volume from this preferential sale to concerns not meeting SBA's small business size standard. Such timber and log volume comprises logs, bolts and pieces that are suitable for manufacture into lumber dimension and/or veneer and normally appraised as such. Timber and log volume of the preferential sale includes the contract rights, standing and down trees or portions thereof.

(b) Whenever he does sell and/or exchange timber or logs from this preferential sale, records of such transactions will be maintained for a period of three years showing the name, address, and SBA size status (i.e., whether large or small) of each concern to whom the timber or logs were sold or disposed and the species, grades and volumes involved. In the event of such sale or sales, purchaser shall also require other purchasers to maintain similar records for a period of three years (OMB Approval No. 0596-0021). A signed certificate similar to this one will be obtained from each party buying such timber and will be retained for review in event of investigation.

(c) If his concern is purchased by, becomes controlled by, or merged with a large business, so much of such timber and log volume from this preferential sale as is necessary will be sold (not bartered) to one or more small businesses for compliance with the 30 percent (50 percent in the case of Alaska) restriction.

3. He agrees that if he utilizes log volume from this preferential sale in the manufacture of a product, such manufacture will be done with his own facilities or those of another concern that qualifies as a small business.

4. He understands that in addition to other penalties which may be imposed for violating the foregoing, he may be declared ineligible to participate in future Federal timber sales.

Signed _____

Date _____

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXPORT DETERMINATION

Location of facility where Federal Timber is expected
to be processed.

INSTRUCTIONS

Timber sale applicant forwards information to authorized
officer.

In compliance with requirements of 43 CFR 5424.1, ☐ I ☐ We hereby submit the following information:

(1) Have you exported private timber from lands tributary to the above processing facility within the last 12 months?

☐ Yes ☐ No (If "Yes", give date of last export sale.)

a. Export (date) _____

(2) Provide names of affiliates* who have exported private timber from lands tributary to the above processing facility within the last 12 months and date of last export sale.

a. Affiliate _____	Export date _____
b. Affiliate _____	Export date _____
c. Affiliate _____	Export date _____

* See 43 CFR 5424.0-5

Name of Firm _____

Signature of Signing Officer _____

Title _____

Date _____

DEPOSIT AND BID FOR ☒ TIMBER*
☐ VEGETATIVE RESOURCE
(Other Than Timber)

FORM APPROVED
OMB NO. 1004-0113
Expires: July 31, 1992

Tract Number	E-
Sale Name	
Sale Notice (dated)	July 31, 2002
BLM District	Eugene

10:00 a.m., August 29, 2002
☒ Written Bid for Oral Auction Sale
 2890 Chad Drive, Eugene, Oregon

Required bid deposited is \$ _____ and is enclosed in the form of ☐ cash ☐ money order ☐ bank draft
☐ cashier's check ☐ certified check ☐ bid bond of corporate surety on approved list of the United States Treasury
☐ guaranteed remittance approved by the authorized officer.

IT IS AGREED That the bid deposit shall be retained by the United States as liquidated damages if the bid is accepted and the undersigned fails to execute and return the contract, together with any required performance bond and any required payment within 30 days after the contract is received by the successful bidder. It is understood that no bid for less than the appraised price on a unit basis per species will be considered. If the bid is rejected the deposit will be returned.

NOTE: Bidders should carefully check computations in completing the Bid Schedule

BID SUBMITTED					ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
	CCF	X	=		X	=
	CCF	X	=		X	=
	CCF	X	=		X	=
	CCF	X	=		X	=
	CCF	X	=		X	=
		X	=		X	=
		X	=		X	=
		X	=		X	=
		X	=		X	=
		X	=		X	=
		X	=		X	=
		X	=		X	=
		X	=		X	=
		X	=		X	=
		X	=		X	=
		X	=		X	=
TOTAL PURCHASE PRICE						

(Continued on reverse)

If sale contract is executed, undersigned is liable for total purchase price even though the quantity cut, removed, or designated for taking is more or less than the total estimated volume or quantity shown above. Undersigned certifies bid was arrived at by bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. In submitting or confirming this bid, undersigned agrees to the foregoing provisions, applicable regulations, and certifies that he is authorized to act as, or on behalf of, the bidder.

Bid submitted on (date)

(Check appropriate box, sign in ink, and complete the following)

<input type="checkbox"/> Signature, if firm is individually owned	Name of firm (type or print)
<input type="checkbox"/> Signatures, if firm is a partnership	Business address, include zip code (type or print)
<input type="checkbox"/> Corporation organized under the state laws of	(To be completed following oral bidding)
Signature of Authorized Corporate Signing Officer	I HEREBY confirm the above oral bid By (signature)
Title	Date
Submit bid, in duplicate, to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior—BLM.	Sealed Bid — Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside: (1) "Bid for Timber" (2) Vegetative Resource Other Than Timber (3) Time bids are to be opened (4) Legal description
Oral Auction — Submit to Sales Supervisor prior to closing of qualifying period for tract.	

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et. seq.) requires us to inform you that:
This information is being collected to obtain data relevant to the operation of this timber sale contract.
This information will be used to administer our timber sale program.
Response to this request is required to obtain a benefit.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

PURPOSE: To qualify an oral auction bidder, and then if successful, to bind bidder to certain contract conditions.

ROUTINE USE: To determine that an individual is qualified to participate in oral auction bidding, and, as surety that bidder will fulfill contract requirements.

EFFECT OF NOT PROVIDING INFORMATION: Filing this deposit and bid information is necessary only when an individual wishes to participate in a sealed or auction bid sale for timber or vegetative resources.

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 1 hr., 15 min. per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-873), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget Paperwork Reduction Project (1004-0013), Washington, D.C. 20503.

INSTRUCTIONS TO BIDDERS

1. **AUTHORITY** — Timber located on the reversioned Oregon and California Railroad Grant Lands and on the reconveyed Coos Bay Wagon Road Grant Lands is administered and sold pursuant to authority of the Act of August 28, 1937 (50 Stat. 874; 43 U.S.C. 1181a); timber located on other lands and other vegetative resources on all public lands of the United States under jurisdiction of the Bureau of Land Management are administered and sold pursuant to authority of the Act of July 31, 1947 (61 Stat. 681), as amended, by the Act of July 23, 1955 (69 Stat. 367; 30 U.S.C. 601 et. seq.). Regulations of the Secretary of the Interior governing sale of timber are codified in 43 CFR Group 5400.

2. **QUALIFICATIONS OF BIDDERS** — A bidder for sale of timber/vegetative resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the State in which the timber/vegetative resource is located.

3. **INSPECTION OF TIMBER/VEGETATIVE RESOURCES** — Bidder is invited, urged, and cautioned to inspect the timber/vegetative resource prior to submitting a bid. By executing the timber/vegetative resource sale contract, bidder warrants that the contract is accepted on the basis of his examination and inspection of the timber/vegetative resource and his opinion of its value.

4. **DISCLAIMER OF WARRANTY** — Government expressly disclaims any warranty of the fitness of the designated timber/vegetative resource for any purpose of the bidder; all timber/vegetative resources are to be sold "As Is" without any warranty of merchantability by Government. Any warranty as to the quantity or quality of timber/vegetative resource to be sold is expressly disclaimed by Government.

5. **BIDS** — Sealed or written bids for not less than the advertised appraised price, per timber/vegetative resource must be submitted in duplicate to the District Manager who issued *Timber/Vegetative Resource Sale Notice*.

(a) **Sealed Bid Sales** — Bids will be received until time for opening which is set out in the Notice. Enclose both copies of bid with required bid deposit in a sealed envelope marked on the outside *Bid for Timber/Vegetative Resource*, time bid is to be opened, tract number, and legal description of land on which timber/vegetative resource is located. In event of a tie, the high bidder shall be determined by lot from among those who submitted the tie bids.

(b) **Auction Sales** — Submission of the required bid deposit and a written bid is required to qualify for oral bidding. Oral bidding shall begin from the highest written bid. No oral bid will be considered which is not higher than the preceding bid. In the event there is a tie in high written bids, and no oral bidding occurs, the bidder who was the first to submit his bid deposit and written bid shall be declared the high bidder. If the officer conducting the sale cannot determine who made the first submission of high tie written bids, the high bidder shall be determined by lot. High bidder must confirm his bid, in writing, immediately upon being declared high bidder.

(c) Except as otherwise provided in 43 CFR 5442.2, bids will not be considered in resale of timber/vegetative resource remaining from an uncompleted contract from any person or affiliate of such person who failed to complete the original contract because of (1) cancellation for the purchaser's breach or (2) through failure to complete payment by expiration date.

(d) When it is in the interest of the Government to do so, it may reject any and all bids and may waive minor deficiencies in bids or in sale advertisement.

6. **BID FORMS** — All sealed, written bids, and confirmation of oral bids shall be submitted on forms provided by Government.

(a) **Lump Sum Sales** — Bids shall specify (1) Bureau of Land Management estimated volume, (2) price per unit, and (3) total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, high bidder shall be liable for total purchase price, including any adjustment which may be made as a result of reappraisal if an extension of time is granted, even though quantity of timber/vegetative resource actually cut, removed, or designated for taking is more or less than the estimated volume or quantity listed.

(b) **Timber Scale Sales** — Bids must state price per hundred cubic feet that will be paid for each species. High bidder will be determined by multiplying bid price per hundred cubic feet per species by Bureau of Land Management estimate of volume of each species. Purchaser shall be liable for purchase price of all merchantable timber sold under contract even though all such timber is not actually cut and removed prior to expiration of time for cutting and removal as specified in contract.*

*Applies to Timber Only

7. **BID DEPOSIT** — All bidders must make a deposit of not less than the amount specified in the *Timber/Vegetative Resource Notice*. Deposit may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior—BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department*, or any approved guaranteed remittance approved by the Authorized Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.

8. **AWARD OF CONTRACT** — Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract.

9. **TIMBER/VEGETATIVE RESOURCE SALE CONTRACT** — To be executed by purchaser, has been prepared by Government, and may be examined in the District Manager's office.

10. PERFORMANCE BOND —

(a) A performance bond in an amount of not less than 20 percent of total purchase price is required, but the amount of the bond shall not be in excess of \$500,000, except when the purchaser opts to increase the minimum bond to permit cutting prior to payment as provided in 43 CFR 5451.2, or in the event the purchaser is a holder of an unresolved default the bond may be increased as provided in 43 CFR 5450.1(b). Performance bond may be (1) bond of a corporate surety shown on approval list issued by the United States Treasury Department and executed on an approved standard form, (2) personal surety bond executed on an approved standard form if Government determines principals and bondsman are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) Any guaranteed remittance approved by the Authorized Officer.

(b) If purchaser elects to cut timber without skidding or yarding it to a loading point or removing it prior to the payment of the second or subsequent installments, Government shall require an increase in amount of performance bond initially required by an amount equal to the value of timber to be cut. Such increase must be on a bond rider form supplied by Government and be approved, in writing, by Government prior to cutting timber covered by the bond increase. This increased amount of bond shall be used to assure payment for timber cut in advance of payment.*

11. **PAYMENT BOND** — If purchaser elects to (a) cut and remove timber, or (b) remove timber already cut which has been secured by an increased performance bond as provided in paragraph 10(b) above, before payment of the second or subsequent installments, Government shall require a payment bond on a form supplied by Government. Purchaser shall obtain written approval from Government of payment bond prior to cutting and/or removal of timber covered by the bond. Payment bond shall be used to assure payment for timber cut and/or removed in advance of payment.*

12. **PAYMENT OF PURCHASE PRICE** — For sales of \$500 or more, Government may allow payment by installments. Except as discussed in paragraphs 10 and 11 above, no part of any timber/vegetative resource sold may be severed, cut, or removed unless advance payment has been made as provided in contract.

13. **LIQUIDATED DAMAGES** — Within thirty (30) days from receipt of *Timber/Vegetative Resource Sale Contract*, the successful bidder shall sign contract and return it to Government, together with required bond and any required payment. If successful bidder fails to comply within the stipulated time, his bid deposit shall be retained by Government as liquidated damages.

14. **NINETY-DAY SALES** — If no bid is received within time specified in the advertisement of sale and if Government determines that there has been no significant rise in the market value of timber/vegetative resource, it may, in its discretion, keep the sale open, not to exceed ninety (90) days.

15. **UNAUTHORIZED USE OF GOVERNMENT PROPERTY** — A sale may be refused to high bidder who has been notified that he has failed to make satisfactory arrangements for payment of damages resulting from unauthorized use of, or injury to, property of the United States.

16. **EQUAL OPPORTUNITY CLAUSE** — This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. Copies of this order may be obtained from the District Manager. 43 CFR 60-1.7(b) requires that the Equal Opportunity Compliance Report Certification will be completed by prospective contractors. Certification may be obtained from District Manager.

17. **LOG EXPORT** — All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Num-

ber 3 common or better. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture of eight and three quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles. In event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to "unprocessed timber." Special reporting, branding and painting of logs may be included in contract provisions.*

18. **DETAILED INFORMATION** — Detailed information concerning contract provisions, bid, performance bond forms, tract location maps, and access conditions may be obtained from the District Manager. All persons interested in bidding on the products listed are encouraged to familiarize themselves with all such detailed information.